Character.AI Terms of Service

Last Updated: August 27, 2025

Hello and welcome! These Terms of Service are an agreement formed between you and Character Technologies, Inc. They cover the website available at Character.AI (the "Website"), and the Character.AI mobile application (the "App"). In these Terms we'll sometimes refer to Character Technologies, Inc. as "Character.AI," "Company," "we," or "us." We'll refer to our Website and App, together with any content, tools, features, and functionality offered on or through them as the "Services."

These Terms govern your access to and use of the Services. Please read them carefully, as they include important information about your legal rights. By accessing or using the Services, you're agreeing to these Terms. If you don't understand or agree to these Terms, please don't use the Services.

In these Terms, "you" and "your" means you as the user of the Services. If you use the Services on behalf of a company or other entity then "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity's behalf.

NOTE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. By agreeing to these Terms, you agree to resolve all disputes with us through binding individual arbitration. That means you also waive any right to have those disputes decided by a judge or jury, and you waive your right to participate in class actions, class arbitrations, or representative actions. You have the right to opt out of arbitration as explained below in the section entitled **"Dispute Resolution By Binding Arbitration."**

Use of the Services

Your Registration Obligations. When you register to use the Services, you agree to provide accurate and complete information about yourself. If you are under 13 years old OR if you are under 16 years old and a citizen or resident in the European Economic Area (EEA) or the United Kingdom (UK), do not sign up for the Services – you are not authorized to use them.

Member Account, Password and Security. You are responsible for maintaining the confidentiality of your password and account, and for all activities that occur under your password or account. You agree to immediately notify Character.AI of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session when accessing the Services. Character.AI will not be liable for any loss or damage arising from your failure to comply with this paragraph.

General Practices Regarding Use and Storage. You acknowledge that Character.AI may establish general practices and limits concerning use of the Services. These may include, without limitation, the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on Character.AI's servers on your behalf. You agree that Character.AI has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded to the Services. You acknowledge that Character.AI reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Character.AI reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Email Notifications. You consent to receive notifications from us electronically to the e-mail address you provide to us. These notifications may be about your account, changes to our service, or other updates or marketing relating to our service.

Conditions of Use

User Conduct. In addition to agreeing to comply with our Community Guidelines, which are incorporated herein, you agree to comply with the following conditions in using the Services.

You are solely responsible for all content you submit to the Services. (When we say "content you submit" and similar terms, we mean anything you seek to post, transmit, or share, including but not limited to text, images, sounds, video, graphics, information, or other data.) Your use of the Services may be subject to license and use restrictions set forth in the CreativeML OpenRAIL M license. You agree not to submit any content that:

(i) infringes any intellectual property or other proprietary rights of any party;
(ii) you do not have a right to submit;
(iii) contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
(iv) poses a privacy or security risk to any person;
(v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation;
(vi) is threatening, abusive, harassing, tortious, or bullying;
(vii) is excessively violent or depicts realistic serious violence against a person or animal in graphic detail;
(viii) is defamatory, libelous, or verifiably false with the purpose of harming others;
(ix) constitutes hate speech that demeans or promotes discrimination or violence on the basis of race, ethnicity, gender, religion, age, or other social, physical or mental characteristics;
(x) is obscene or pornographic;
(xi) constitutes sexual harassment;
(xii) constitutes sexual exploitation or abuse of a minor, including sharing child sexual exploitation or abuse imagery or content, grooming, or sexual extortion;
(xiii) glorifies or provides instructions for self-harm, including self-injury, suicide, or eating disorders, including extreme fitness and/or body shaming content;
(xiv) promotes terrorism or violent extremism;
(xv) furthers or promotes criminal activity;
(xvi) seeks to buy or sell illegal drugs;
(xvii) facilitates fully automated decision making that adversely impacts a person's legal rights or creates a binding, enforceable obligation;
(xviii) seeks to provide medical, legal, financial or tax advice;
(xix) interferes with or disrupts the Services or servers or networks connected to the Services,
(xx) interferes with or appropriates any person's right of publicity by using their name, likeness or persona (a) without permission and (b) outside a permissible context such as non-commercial parody or public commentary; or
(xxi) in the sole judgment of Character.AI, is objectionable or that restricts or inhibits any other person from using or enjoying the Services, or which may expose Character.AI or its users to any harm or liability.

You likewise agree not to do any of the following in connection with your use of the Services:

(i) disobey any requirements, procedures, policies or regulations of networks connected to the Services;
(ii) violate any applicable law or regulation;
(iii) impersonate any person or entity, or misrepresent your affiliation with a person or entity;
(iv) solicit personal information from anyone under the age of 18;
(v) harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
(vi) obtain or attempt to obtain any information through any means not intentionally made available or provided for through the Services;
(vii) lease, lend, sell or sublicense any part of the Services;
(viii) try to evade any technological measure designed to protect the Services or any technology associated with the Services; or
(ix) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Services source code, in whole or in part (unless a portion of code within the Services is released as open source and the open source license governing such code expressly permits reverse engineering, copying or other modification).

To the extent Character.AI chooses to support voice, audio, or video features, you agree not to do any of the following in connection with your use of the Services:

(i) submit recordings of real people (including but not limited to celebrities) without their consent;
(ii) use any Character.AI feature to create or engage in "deepfakes" or impersonation of any real person, including but not limited to those that create political misinformation, perpetrate frauds or scams, impugn the reputation of third parties, or otherwise amount to harmful conduct; or
(iii) submit recordings that violate any of the "User Conduct" rules set out above.

Content Moderation. We reserve the right to investigate and take appropriate action against anyone who we conclude, in our sole discretion, has violated the provisions above. That action may include, without limitation, restricting the visibility of content, suspending or removing content from the Services, suspending or terminating your account, and reporting you to law enforcement.

We use automated and manual measures to help identify activities that may be illegal (such as terrorism content and child sexual exploitation and abuse content), non-compliant and/or fail to comply with these Terms of Service and/or our Community Guidelines.

You can report content by using the report content flag that appears when you click on a Character. You can also report content and make other complaints using the "submit a ticket" form on Character.AI's Help Center here. We may share information from your report with the user who provided the reported content in investigating whether the reported content complies with these Terms of Service and applicable law and to provide reasons for our measures.

Intellectual Property Rights

Content You Submit. When you submit content to the Services, you represent and warrant that you own all right, title and interest in and to that content (including, without limitation, all copyrights and rights of publicity), or that you have received all necessary permissions, clearances, and authorizations in order to submit it to the Services for the uses contemplated in these Terms.

When you submit such content, you retain whatever ownership rights in that content you had to begin with. You grant Character.AI, to the fullest extent permitted under the law, a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, transmit, make available, store, modify, exploit, commercialize and otherwise use the content for any Character.AI-related purpose in any form, medium or technology now known or later developed, including without limitation to operate, improve and provide the Services. You agree that these rights and licenses include a right for Character.AI to allow other users of the Services to create content that "remixes," or otherwise uses portions of, the content you submitted. You agree that these rights and licenses also include a right for Character.AI to make the content available to, and pass these rights along to, others with whom we have contractual relationships, and to otherwise permit access to or disclose the content to third parties if we determine such access is or may be necessary or appropriate.

While we're not required to do so, we may access, review, screen, edit, modify and delete your content at any time and for any reason, including to provide and develop the Services or if we think the content violates these Terms or any applicable laws.

Generated Content. When you create an automated AI character ("Character") using the Services in accordance with these Terms, then as between you and Character.AI, you own all rights in that Character. When you generate content of any kind using the Services – for example, Character responses from your own Character or other Characters, other dialogue, images, or videos (collectively "Generated Content") – then as between you and Character.AI, you own that Generated Content. In both cases, you grant Character.AI, to the fullest extent permitted under the law, a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, transmit, make available, store, access, modify, exploit, commercialize and otherwise use the Character and all Generated Content for any purpose in any form, medium or technology now known or later developed, including but not limited to (i) facilitating other users' ability to interact with the Character and elicit Generated Content; (ii) promoting the Services on- or off-service; and (iii) taking all of the actions set forth above under the section entitled "Content You Submit."

Services Content, Software and Trademarks. You acknowledge and agree that the Services may contain content or features protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. In connection with your use of the Services you will not engage in or use any data mining, robots, scraping or similar automated data gathering or extraction methods. If you are blocked by us from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address), and that any further access to the Services is without the authorization of Character.AI. Any use of the Services or content on the Services other than as specifically authorized herein is strictly prohibited. Any rights not expressly granted herein are reserved by us.

The Character.AI name and logos are trademarks of Character.AI (collectively the "Character.AI Trademarks"). Other trademarks used and displayed via the Services may be trademarks of their respective owners who may or may not endorse or be affiliated with or connected to Character.AI. Nothing in these Terms or the Services should be construed as granting any license or right to use any of Character.AI Trademarks without our prior written permission in each instance. All goodwill generated from the use of Character.AI Trademarks will inure to our exclusive benefit.

Third-Party Material. Under no circumstances will Character.AI be liable for any content or materials of any third parties, including Characters created by third parties and any Generated Content. This includes, but is not limited to, infringement of intellectual property rights, errors or omissions in any content, and any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that we do not pre-screen content and that AI-generated chats, by their nature, are unpredictable and may produce Generated Content that is inaccurate or offensive. You agree that you must evaluate, and bear all risks associated with, the use of any content or Generated Content. You should not rely on the accuracy or completeness of statements made in content or Generated Content, and if you do so, you acknowledge that it is at your own risk.

You acknowledge that we have the right (but not the obligation) in our sole discretion to refuse or remove any content (including Characters and Generated Content) that is available via the Services. Without limiting the foregoing, we have the right to remove any content that violates these Terms or is deemed otherwise objectionable by us, in our sole discretion.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services provided by you to Character.AI are non-confidential, and that we are entitled to use and disseminate them for any purpose, without acknowledgment of or compensation to you.

You acknowledge and agree that we may preserve content and metadata in compliance with applicable law and our Privacy Policy. You acknowledge and agree that we may disclose content and/or metadata if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Character.AI, its users and the public.

Copyright Complaints

Character.AI respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you can notify Character.AI of your infringement claim in accordance with the procedure set forth below.

DMCA Notices. Character.AI will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A written notification of claimed copyright infringement should be mailed to:

Character Technologies, Inc. #1152 700 El Camino Real Suite 120 Menlo Park, CA 94025 Attn: Character AI Designated DMCA Agent

You can also submit a DMCA request through our website. Go to our homepage (https://character.ai/), click on the Help Center link, then click on the "Submit a Request" link. A dropdown will appear; choose the DMCA request option.

To be effective, the notification must be in writing and contain the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notices. If you believe that your content was removed or disabled due to a DMCA notice, and you believe the content is not infringing, you may send us a written counter-notice containing the following information:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content;
- Your name, address, telephone number and email address; and
- A statement that you consent to the jurisdiction of the federal court located within the Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If we receive a counter-notice, we will send a copy of the counter-notice to the original complaining party informing them that we will restore the removed/disabled content within 14

If we receive a counter-notice, we will send a copy of the counter-notice to the original complaining party informing them that we will restore the removed/disabled content within 14 business days unless the original complaining party tells us they have filed a court action relating to the content.

Repeat Infringer Policy. In accordance with the DMCA and other applicable law, Character.AI has adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users who are deemed to be repeat infringers. Character.AI may also at its sole discretion limit access to the Services or terminate the registrations of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third-Party Websites and Services

The Services or third parties may provide links or other access to other sites and resources on the Internet or to third-party applications. Character.AI has no control over such sites, resources or applications and Character.AI is not responsible for and does not endorse them. You acknowledge and agree that Character.AI will not be responsible or liable, directly or indirectly, for any damage or loss caused by reliance on any content, events, goods or services available on or through any such sites, resources or applications. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that Character.AI is not liable for any loss or claim that you may have against any such third party.

Paid Accounts

Billing. If you purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. You are responsible for all applicable taxes, and we'll charge tax when required. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.

Cancellation. You can cancel your paid subscription at any time. Payments are non-refundable, except where required by law. These Terms do not override any mandatory local laws regarding your cancellation rights.

If you purchased your subscription from an mobile app store, you'll need to cancel your subscription and submit a request for a refund through the Apple App Store or Google Play using the links below:

Apple App Store purchases
Google Play purchases

If you purchased your subscription via the website, please follow the instructions in our Help Center.

Changes. We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days' notice and any price increase will take effect on your next renewal so that you can cancel if you do not agree to the price increase. Please note the features and functionality of our paid Services are often dynamic and may be subject to change at any time without prior notice.

Indemnity and Release

You agree to release, indemnify and hold Character.AI and its affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, and expenses of any kind arising out of or relating to your use of the Services. Without limiting the foregoing, the release and indemnification described above includes reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services.

If you are a California resident, you waive California Civil Code Section 1542, which says:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranty

Your use of the Services is at your sole risk. The site is provided on an "AS IS" and "AS AVAILABLE" basis. Character.AI expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Character.AI makes no warranty that (i) the Services will meet your requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, or (iii) the results that may be obtained from the use of the Services will be accurate or reliable.

Limitation of Liability

You understand and agree that Character.AI will not be liable for any indirect, incidental, special, consequential, or exemplary damages, or damages for loss of profits including but not limited to damages for loss of goodwill, use, data or other intangible losses (even if Character.AI has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the Services; (ii) your access, use, creation of, or interaction with any content, Character or Generated Content; (iii) your sharing with any third party of any content, Character or Generated Content; (iv) unauthorized access to or alteration of your transmissions or data; (v) statements or conduct of any third party (including users) on the Services; or (vi) any other matter relating to the Services. In no event will Character.AI's total liability to you for all damages, losses or causes of action exceed the greater of: (i) $100; or (ii) the amount you paid Character.AI (if any) in connection with your use of the Services.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth above may not apply to you. If you are dissatisfied with any portion of the site or with these terms of use, your sole and exclusive remedy is to discontinue use of the Services.

This paragraph applies if you are located in the European Economic Area: No exemption from liability applies to damages insofar as these are based on a breach of a cardinal contractual obligation or on intentional or grossly negligent behavior on our part or our legal representatives or employees. If we breach a cardinal contractual obligation only through slight negligence, our liability is limited to the foreseeable typical damage. The liability for culpable injury to life, body, or health remains unaffected.

Dispute Resolution By Binding Arbitration

This section affects your rights so please read it carefully.

Agreement to Arbitrate. This Dispute Resolution by Binding Arbitration section of the Terms is referred to in these Terms as the "Arbitration Agreement." You and Character.AI agree that any and all disputes or claims that have arisen or may arise between you and Character.AI, whether arising out of or relating to these Terms (including any alleged breach thereof), the Website or Services, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. JAMS will administer the arbitration and will select the arbitrator as described below. The Federal Arbitration Act governs the validity and enforcement of this Arbitration Agreement.

This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against Character.AI on your behalf.

Jury Trial and Class Action Waivers. You and Character.AI agree that, by entering into these Terms, you and Character.AI are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not by a judge or a jury.

How to Opt Out. If you do not want to be bound by the Arbitration Agreement, you must notify Character.AI in writing by email to arbitration@character.ai within 30 days of the date you first agree to the Terms, stating that you do not want to resolve disputes with Character.AI by arbitration. Opting out of the Arbitration Agreement will not affect any other part of the Terms.

Pre-Arbitration Dispute Resolution Process. Character.AI is always interested in resolving disputes amicably and fairly, and so if you have concerns, we strongly encourage you to first contact us at support.character.ai. Our support team is available to help and usually can resolve any concerns you may have.

If that is not successful, a party intending to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Character.AI should be sent to: Character Technologies, Inc. #1152 700 El Camino Real Suite 120 Menlo Park CA 94025 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) state the specific relief requested.

You and Character.AI agree to allow 60 calendar days after the Notice is received for us to try to resolve any dispute through negotiations. During that time, neither party may submit the claim to arbitration. If Character.AI and you do not resolve the claim within 60 calendar days after the Notice is received, you or Character.AI may commence an arbitration proceeding. During

the arbitration, the amount of any settlement offer made by Character.AI or by you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Character.AI is entitled.

Arbitration Procedures. Arbitration will be conducted by one neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures (collectively, the "JAMS Rules"), as modified by this Arbitration Agreement. For information on JAMS and the JAMS Rules, please visit its website, https://www.jamsadr.com. If there is any inconsistency between any term of the JAMS Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Character.AI and you agree otherwise, any arbitration hearings will take place in San Francisco, California. If attending arbitration hearings in San Francisco, California would cause you a severe hardship, the location of arbitration hearings shall be determined by the arbitrator appointed by JAMS in a virtual or otherwise mutually accessible proceeding. If your claim is for $10,000 or less, Character.AI agrees that you may choose whether the arbitration will be conducted solely based on written submissions and documents submitted to the arbitrator or whether there also will be a hearing, and you may choose whether any such hearing will be by telephone or video conference, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the JAMS Rules. At the end of the arbitration, the arbitrator shall issue a reasoned written decision (called an award) sufficient to explain the essential findings and conclusions on which the award is based.

Requirement of Individualized Arbitration and Relief. You and Character.AI agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Except for Mass Arbitrations described in the immediately following paragraph, unless both you and Character.AI agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief for the party's individual claims. Any relief awarded cannot be granted to or affect other users.

Mass Arbitrations. If 25 or more individuals who are represented by either the same law firm or law firms acting in coordination submit similar arbitration claims against the same party or related parties, you and Character.AI agree that the JAMS Mass Arbitration Procedures and Guidelines will apply to those claims as a Mass Arbitration. The JAMS Mass Arbitration Procedures and Guidelines are specially designed to facilitate the fair, expeditious, and efficient resolution of mass arbitrations; they are published at https://www.jamsadr.com/mass-arbitration-procedures.

In addition to being governed by the JAMS Mass Arbitration Procedures and Guidelines, all Mass Arbitration involving 75 or more claimants must be resolved in a two-stage Bellwether Process as follows:

Stage One. Claimants' counsel and Character.AI will each select ten Test Cases (twenty cases total) to be resolved individually by different arbitrators in accordance with the JAMS Rules. If claimants' counsel or Character.AI do not select Test Cases in a reasonable time, the Process Administrator shall select all twenty Test Cases. Until those cases are resolved, no other Mass Arbitration claims may proceed in any arbitration, and neither you or us will be responsible for or cause JAMS to charge any case management fee(s) or arbitration appointment fee(s) for those cases. Stage One shall be deemed complete upon final resolution of all Test Cases.

Stage Two. After Stage One is complete, and within 90 days, Character.AI and all remaining Mass Arbitration claimants shall participate in a single mediation of all remaining cases, before a mutually-agreed-upon mediator. Character.AI will pay the mediation fee. If the parties cannot agree on how to resolve the remaining cases after mediation, the Mass Arbitration may proceed in accordance with the JAMS Rules and JAMS Mass Arbitration Procedures and Guidelines.

The Bellwether Process may be modified in whole or in part by mutual agreement of you and Character.AI. The Process Administrator shall resolve any disputes about the applicability or enforceability or the Bellwether Process.

Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the JAMS Rules and the JAMS Arbitration Schedule of Fees and Costs in effect when the arbitration is started, unless otherwise provided in this Arbitration Agreement. Where the arbitration is part of a Mass Arbitration subject to the JAMS Mass Arbitration Procedure and Guidelines, the arbitration fees will be as established in the JAMS Mass Arbitration Procedures Fee Schedule.

Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Small Claims. Despite the Arbitration Agreement, either you or Character.AI may bring an action seeking only individualized (non-class) relief in the small claims court for the county of your billing address, so long as the action is not removed or appealed to a court of general or federal jurisdiction. If either you or Character.AI initiates an arbitration claim that could be presented to the small claims court, the other party may, in its discretion, require that the arbitration demand be withdrawn and that the claim be filed instead in the small claims court for the county of your billing address, so long as the action is not removed or appealed to a court of general or federal jurisdiction. Any dispute about whether a claim falls within any given small claims court's jurisdiction will be resolved by that small claims court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding will remain closed unless and until the small claims court issues a decision that the claim should proceed in arbitration.

Severability. If a court or the arbitrator decides that any term or provision of this Arbitration Agreement is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. The remainder of the Terms will continue to apply.

For avoidance of doubt, nothing in this Arbitration Agreement shall affect any non-waivable statutory rights that apply to you. To the extent any claim, dispute or controversy covered by the Terms isn't arbitrable under applicable laws or otherwise, you agree such claim or dispute will be resolved exclusively in accordance with the subsection of these Terms titled "Choice of Law, Jurisdiction, Venue" below.

Future Changes to Arbitration Agreement. Notwithstanding any provision in these Terms to the contrary, Character.AI agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Character.AI written notice within thirty 30 calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

Termination

You agree that Character.AI, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if Character.AI believes that you have violated or acted inconsistently with the letter or spirit of these Terms.

If you are suspended or your account is terminated from the Services, or content which you generate, upload, or share is removed from the Services, or access to it is restricted, in breach of these Terms of Service, you have a right to bring proceedings for breach of contract if granted under local law.

Character.AI may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Character.AI may (but has no obligation to) immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Termination of your account or access to any component of the Services will not terminate Character.AI's rights to your Content. Further, you agree that Character.AI will not be liable to you or any third party for any termination of your access to the Services.

General

Entire Agreement. These Terms constitute the entire agreement between you and Character.AI and govern your use of our Services, superseding any prior agreements between you and Character.AI with respect to the Services.

Choice of Law, Jurisdiction, Venue. If you are not a consumer in the European Economic Area, these Terms are governed by the laws of the State of California without regard to its conflict of law provisions, and with respect to any disputes or claims not subject to arbitration, as set forth above, you and Character.AI agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Santa Clara County, California.

If you are a consumer in the European Economic Area, these Terms are governed by the laws of the country of your habitual residence, without regard to its conflicts of law provisions.If you are a consumer and have your habitual residence in the EU, you enjoy the protection afforded to you by the mandatory provisions of the law of your country of residence. You and Character.AI agree to submit to the non-exclusive jurisdiction of the state and federal courts located within Santa Clara County, California. This means that you may bring a claim to enforce your

agree to submit to the non-exclusive jurisdiction of the state and federal courts located within Santa Clara County, California. This means that you may bring a claim to enforce your consumer protection rights in connection with these Conditions of Use in California or in the member state of the European Economic Area in which you live

We are neither willing nor obligated to participate in dispute resolution proceedings with consumers before a consumer arbitration board under the EU Directive on Consumer ADR.

Severance. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties agree that the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

No Waiver. Any failure of Character.AI to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision.

Expiration of Claims. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms must be filed within one year after such claim or cause of action arose or be forever barred.

The following clause applies if you are located in the European Economic Area: The above expiration of claims does not apply insofar as claims are based on a breach of a cardinal contractual obligation or on intentional or grossly negligent behavior on our part or our legal representatives or employees. The liability for culpable injury to life, body, or health remains unaffected.

Assignment. You may not assign these Terms without the prior written consent of Character.AI, but Character.AI may assign or transfer these Terms, in whole or in part, without restriction.

Notice. Notices to you, including notices about changes to these Terms, may be made via either email or postal service. You agree to provide Character.AI with a current email address, to periodically monitor your email for communications from Character.AI, and to provide Character.AI with an updated email address if you can no longer receive email at the address you previously provided. The Site may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Services.

Changes to these Terms

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Material changes will become effective no earlier than 30 days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms.

Contact Us

If you have any questions about our Services, or to report any violations of these Terms, please contact us at support@character.ai.